

“EXHIBIT” A

9.8 No Waiver of Other Rights. Nothing in this Article IX shall be construed as a waiver or limitation on the right of the Union, the Plan, the Trust Fund, the Board, or any Committee to enforce an Employer's contribution obligation in any other type of proceeding, and the provisions of this Article 9 shall be without prejudice to the rights of the Union to enforce the provisions of any agreement to which it is a party.

9.9 Remittance Reports and Audits. The Employers shall make contributions to the Fund, together with remittance report, in such form and manner as may be required by the Board. The Board (or its authorized representatives) may at any time make an audit of the payroll, wage, and related business records of any Employer with respect to the contributions and/or reports which it is obligated to make to the Trust Fund. Each Employer shall make available to the Board or the Administrator (or their authorized representatives) all records deemed necessary by such persons to determine the accuracy and completeness of such contributions and reports. The Board may charge an Employer for the cost of conducting an audit and promulgate rules and regulations providing detailed terms and conditions for conducting audits and for assessing the cost thereof to an Employer if the audit report reveals a material underpayment of contributions by the Employer.

9.10 Authorization to Calculate and Assess Withdrawal Liability Payable by Withdrawn Employers. The employees of the Plan or the designated Fund provider(s) are authorized to calculate the withdrawal liability of a withdrawn Employer to notify the Employer of the amount and schedule of payments to satisfy its withdrawal liability assessed against the Employer. The Fund is hereby authorized to furnish, upon written request, to any Employer, an estimate of its withdrawal liability and an explanation of how the estimate was determined in accordance with ERISA §101(l).

9.11 Arbitration of Withdrawal Liability Disputes. Any and all claims by third parties (including Employers) against the Trust Fund concerning the assessment by the Trust Fund of withdrawal liability under Sections 4201 and 4219 of ERISA which cannot be resolved between the claimant and the Trust Fund shall not become the subject of litigation in the courts (either State or Federal), but shall be subject to determination only by arbitration before an arbitrator designated by the American Arbitration Association (the "AAA") in accordance with its Multi-Employer Pension Plan Arbitration Rules for Withdrawal Liability Disputes. Any decision or award by such arbitrator shall be final and binding upon the parties and shall be enforceable in the United States District Court. All such arbitrations shall be held in the New York City office of the AAA and shall be governed by New York State Law to the extent not superseded by ERISA. Any actions to stay, to confirm, to vacate, or to modify an award hereunder shall be brought in the United States District Court for the Eastern District of New York. The failure by a claimant to seek arbitration within the time period prescribed by ERISA shall not affect the Trust Fund's right to bring an action in State or Federal court under Section 4221(b)(1) of ERISA for any amount demanded from an Employer.

“EXHIBIT” B

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‡‡Workers Compensation Law Attorney

April 3, 2024

Via Certified Mail

Sherry-Lehmann, Inc.
d/b/a Sherry-Lehmann Wine & Spirits
505 Park Avenue
New York, New York 10022
Attention: Michael Aaron
Chris Adams
Shyda Gilmer
Michael Yurch

Re: Demand for Payment of Withdrawal Liability to the Wine, Liquor &

Distillery Workers' Union, UFCW Local 1-D Pension Fund

Dear Sirs,

This firm is counsel to the Wine, Liquor & Distillery Workers' Union, UFCW Local 1-D and the Local 1-D Pension Fund ("Fund"). It has come to our attention that Sherry-Lehmann, Inc., d/b/a Sherry-Lehmann Wine & Spirits, has permanently ceased operations which were subject to a collective bargaining agreement it had with Local 1-D, pursuant to which it had obligations to make contributions to the Fund. As of February 1, 2023, Sherry-Lehmann effected

a complete withdrawal from the Fund within the meaning of Section 4203(a) of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by the Multiemployer Pension Plan Amendments Act of 1980. Accordingly, Sherry-Lehmann is liable to the Fund for the already-vested member benefits allocable to its employees. Please accept this letter as the Fund’s formal notice and demand (“Notice and Demand”) for payment of that withdrawal liability as required by Sections 4202(2) and 4219(b)(1) of ERISA.

Sherry-Lehmann’s withdrawal liability to the fund is \$954,677. In the interest of convenience and expedience, enclosed is a copy of the withdrawal liability report and payment schedule prepared for the Fund by its actuary Milliman, which sets forth the method of calculation and the schedule for quarterly payments of \$23,130. Please be advised that under Section 4219(c)(2) of ERISA, payment of withdrawal liability is required to commence “beginning no later than 60 days after the date of the demand *notwithstanding any request for review or appeal* of determinations of the amount of such liability or of the schedule,” and subsequent payments must be made no later than 90 days following the date on which the previous payment was due. Given that this Notice and Demand is dated April 3, 2024, the first payment of \$23,130 shall be due 60 days hence, on June 2, 2024.

If you have any questions about this matter, please contact the undersigned.

Very truly yours,

Zachary F. Ramsfelder

cc: Michael Aaron (via certified and regular mail)
c/o Philips Nizer, LLP
485 Lexington Avenue
New York, New York 10017
Attention: Michael A. Landis, Esq.

Chris Adams (via certified and regular mail)
6 Hyatt Road
Briarcliff Manor, New York 10510

Shyda Gilmer (via certified and regular mail)
11 Merestone Terrace
Bronxville, New York 10708

Michael Yurch (via certified and regular mail)
6625 Huntington Lakes Cir, Apt. 203
Naples, Florida 34119

Local 1-D Pension Fund Board of Trustees (via email)
Attention: Glen Carter



One Pennsylvania Plaza
38th Floor
New York, NY 10119
USA

Tel +1 646 473 3000

milliman.com

March 25, 2024

Glen Carter
Secretary-Treasurer
Wine, Liquor & Distillery Workers
Union Local 1-D

Re: **Wine, Liquor & Distillery Workers' Union Local 1D Pension Plan (The Plan)**
Withdrawal Liability for Sherry-Lehmann Inc.

Dear Glen:

As requested by your office, we have calculated the withdrawal liability for Sherry-Lehmann Inc. ("Sherry-Lehmann") for a complete withdrawal from The Plan during the 2023 plan year. **We have determined that the 2023 withdrawal liability assessment is \$954,677. The annual payment amount is \$92,520 or \$23,130 per quarter as shown in Exhibit 2, starting May 1, 2024.** The original estimate based on 2022 data was \$966,000 as compared to the final assessment of \$954,677. However, the annual payment remained the same.

The withdrawal liability is based on the following:

- Total employer contributions from 2003-2022 as provided by the Fund Office.
- Sherry-Lehmann's employer contributions from 2003-2022 as provided by the Fund Office.
- The interest rates used to calculate the present value of vested benefits are the PBGC rates for Plan Years beginning January 1, 2023 (3.90% for the first 20 years and 3.65% thereafter).
- All other assumptions and plan provisions used to determine the UVB for withdrawal liability purposes are the same as disclosure in our January 1, 2023 actuarial valuation dated January 8, 2024.
- We utilized the presumptive method.
- The applicable sections of ERISA and the Multiemployer Plan Amendments Act of 1980 and the regulations thereunder, and
- PBGC promulgations regarding the calculation of withdrawal liability, including the proposed PBGC regulations issued in October 2022.

Reliance

These results were calculated using the January 1, 2023 data used in the January 1, 2023 valuation report. As is our usual practice, we have not audited or verified the accuracy or completeness of the data. Since the results are dependent on the integrity of the data supplied, results can be expected to differ if the underlying data is incomplete or inaccurate.



Mr. Glen Carter
March 25, 2024
Page 2

Limitation on Distribution

This letter and attachments are intended for the sole use of the trustees of the Wine, Liquor & Distillery Workers' Union Local 1D Pension Plan and outside counsel for the purposes stated in the letter and attachments. It is a complex, technical analysis and is not for the use or benefit of any third party for any purpose and may not be provided to third parties without Milliman's prior written consent. Any third party recipient of Milliman's work product who desires professional guidance, including the above named employer, the Union and their attorneys should not rely upon Milliman's work product, but should engage qualified professionals for advice appropriate to its own specific needs

Limited Use

Actuarial computations for this study are for purposes of estimating the withdrawal liability amounts under MEPPA for a multiemployer plan. The calculations reported herein have been made on a basis consistent with our understanding of MEPPA and related sections and regulations there under as of the date of this letter. Determinations for purposes other than estimating withdrawal liability under MEPPA may differ significantly from the results reported herein. Accordingly, additional determinations may be needed for other purposes.

Milliman is a benefit consulting firm and may not render any legal or tax advice. Any such issues related to this analysis should be addressed to the appropriate party.

I will be happy to discuss this information with you at the next trustee meeting or via conference call.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Barry H. Marks". The signature is written in a cursive, flowing style.

Barry Marks, E.A., M.A.A.A.
Principal & Consulting Actuary

cc: Sara Chiodi

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EXHIBIT 1**Wine, Liquor & Distillery Workers' Union Local 1D Pension Plan**

**Withdrawal Liability for
Sherry-Lehmann Inc.
for a withdrawal occurring during the 2023 Plan Year**

1. Present Value of Vested Benefits as of 12/31/2022: \$146,749,584
2. Market Value of Assets as of 12/31/2022: \$89,759,385
3. Value of Unfunded Vested Benefits as of 12/31/2022 {(1) - (2)}: \$56,990,199
4. Contribution Grid as of December 31:

Year	Sherry-Lehmann (a)	All Employers (b)	Unamortized Unfunded Vested Benefits (c)	Gross Withdrawal Liability (d)
2003	23,260	1,779,135	151,900	1,971
2004	25,065	1,875,595	233,381	3,050
2005	25,135	2,116,470	801,476	10,265
2006	31,635	2,415,547	(1,192,493)	(15,330)
2007	41,900	2,642,165	812,250	11,026
2008	45,885	2,946,913	1,288,401	18,217
2009	41,140	2,898,555	2,457,788	35,055
2010	50,455	3,215,455	2,187,860	32,699
2011	45,704	3,153,998	1,051,099	15,924
2012	46,144	3,204,011	1,329,945	19,780
2013	49,283	3,579,900	210,210	3,048
2014	49,980	3,649,800	2,114,563	30,399
2015	49,650	3,645,933	1,093,840	15,281
2016	49,440	3,860,477	64,929,679	884,893
2017	38,250	3,960,823	(7,397,288)	(93,610)
2018	29,250	4,236,057	(879,675)	(9,844)
2019	29,040	4,392,330	1,076,643	10,481
2020	26,280	4,705,460	27,558,716	224,402
2021	23,040	5,108,967	(23,634,053)	(153,871)
2022	15,000	5,215,982	(17,204,043)	(89,159)
Total			\$56,990,199	\$954,677

5. Deductible:
 - i) The lesser of 0.75% of (3) and \$50,000 \$50,000
 - ii) (5a) - 100,000 (no less than 0) \$854,677
 - iii) Total Deductible (i - ii (no less than 0)) \$0

6. Allocation of Withdrawal Liability:
[(4d) - 5(iii)] \$954,677

7. Average base units during highest 3-year period of contributions:

Plan Year End	Months
2013	357.00
2014	340.00
2015	331.00

Average 342.67

8. Highest Monthly Contribution Rate during prescribed period: \$270.00
9. Annual payment: [(8) x (9)] \$92,520
10. Quarterly payment: [(9) / 4] \$23,130

EXHIBIT 2

Withdrawal Liability Payments for
Sherry-Lehmann Inc.

Quarter	Date	Withdrawal Liability at Beginning of Quarter	Interest	New Balance	Interest Charges	Payment	Outstanding Balance
1	5/1/2024	\$954,677	0.00%	954,677	0	\$23,130	\$931,547
2	8/1/2024	\$931,547	0.00%	931,547	0	\$23,130	\$908,417
3	11/1/2024	\$908,417	0.00%	908,417	0	\$23,130	\$885,287
4	2/1/2025	\$885,287	0.00%	885,287	0	\$23,130	\$862,157
5	5/1/2025	\$862,157	7.00%	922,508	60,351	\$23,130	\$899,378
6	8/1/2025	\$899,378	0.00%	899,378	0	\$23,130	\$876,248
7	11/1/2025	\$876,248	0.00%	876,248	0	\$23,130	\$853,118
8	2/1/2026	\$853,118	0.00%	853,118	0	\$23,130	\$829,988
9	5/1/2026	\$829,988	7.00%	888,087	58,099	\$23,130	\$864,957
10	8/1/2026	\$864,957	0.00%	864,957	0	\$23,130	\$841,827
11	11/1/2026	\$841,827	0.00%	841,827	0	\$23,130	\$818,697
12	2/1/2027	\$818,697	0.00%	818,697	0	\$23,130	\$795,567
13	5/1/2027	\$795,567	7.00%	851,257	55,690	\$23,130	\$828,127
14	8/1/2027	\$828,127	0.00%	828,127	0	\$23,130	\$804,997
15	11/1/2027	\$804,997	0.00%	804,997	0	\$23,130	\$781,867
16	2/1/2028	\$781,867	0.00%	781,867	0	\$23,130	\$758,737
17	5/1/2028	\$758,737	7.00%	811,849	53,112	\$23,130	\$788,719
18	8/1/2028	\$788,719	0.00%	788,719	0	\$23,130	\$765,589
19	11/1/2028	\$765,589	0.00%	765,589	0	\$23,130	\$742,459
20	2/1/2029	\$742,459	0.00%	742,459	0	\$23,130	\$719,329
21	5/1/2029	\$719,329	7.00%	769,682	50,353	\$23,130	\$746,552
22	8/1/2029	\$746,552	0.00%	746,552	0	\$23,130	\$723,422
23	11/1/2029	\$723,422	0.00%	723,422	0	\$23,130	\$700,292
24	2/1/2030	\$700,292	0.00%	700,292	0	\$23,130	\$677,162
25	5/1/2030	\$677,162	7.00%	724,563	47,401	\$23,130	\$701,433
26	8/1/2030	\$701,433	0.00%	701,433	0	\$23,130	\$678,303
27	11/1/2030	\$678,303	0.00%	678,303	0	\$23,130	\$655,173
28	2/1/2031	\$655,173	0.00%	655,173	0	\$23,130	\$632,043
29	5/1/2031	\$632,043	7.00%	676,286	44,243	\$23,130	\$653,156
30	8/1/2031	\$653,156	0.00%	653,156	0	\$23,130	\$630,026
31	11/1/2031	\$630,026	0.00%	630,026	0	\$23,130	\$606,896
32	2/1/2032	\$606,896	0.00%	606,896	0	\$23,130	\$583,766
33	5/1/2032	\$583,766	7.00%	624,630	40,864	\$23,130	\$601,500
34	8/1/2032	\$601,500	0.00%	601,500	0	\$23,130	\$578,370
35	11/1/2032	\$578,370	0.00%	578,370	0	\$23,130	\$555,240
36	2/1/2033	\$555,240	0.00%	555,240	0	\$23,130	\$532,110
37	5/1/2033	\$532,110	7.00%	569,358	37,248	\$23,130	\$546,228
38	8/1/2033	\$546,228	0.00%	546,228	0	\$23,130	\$523,098

EXHIBIT 2

Withdrawal Liability Payments for
Sherry-Lehmann Inc.

Quarter	Date	Withdrawal Liability at Beginning of Quarter	Interest	New Balance	Interest Charges	Payment	Outstanding Balance
39	11/1/2033	\$523,098	0.00%	523,098	0	\$23,130	\$499,968
40	2/1/2034	\$499,968	0.00%	499,968	0	\$23,130	\$476,838
41	5/1/2034	\$476,838	7.00%	510,217	33,379	\$23,130	\$487,087
42	8/1/2034	\$487,087	0.00%	487,087	0	\$23,130	\$463,957
43	11/1/2034	\$463,957	0.00%	463,957	0	\$23,130	\$440,827
44	2/1/2035	\$440,827	0.00%	440,827	0	\$23,130	\$417,697
45	5/1/2035	\$417,697	7.00%	446,936	29,239	\$23,130	\$423,806
46	8/1/2035	\$423,806	0.00%	423,806	0	\$23,130	\$400,676
47	11/1/2035	\$400,676	0.00%	400,676	0	\$23,130	\$377,546
48	2/1/2036	\$377,546	0.00%	377,546	0	\$23,130	\$354,416
49	5/1/2036	\$354,416	7.00%	379,225	24,809	\$23,130	\$356,095
50	8/1/2036	\$356,095	0.00%	356,095	0	\$23,130	\$332,965
51	11/1/2036	\$332,965	0.00%	332,965	0	\$23,130	\$309,835
52	2/1/2037	\$309,835	0.00%	309,835	0	\$23,130	\$286,705
53	5/1/2037	\$286,705	7.00%	306,774	20,069	\$23,130	\$283,644
54	8/1/2037	\$283,644	0.00%	283,644	0	\$23,130	\$260,514
55	11/1/2037	\$260,514	0.00%	260,514	0	\$23,130	\$237,384
56	2/1/2038	\$237,384	0.00%	237,384	0	\$23,130	\$214,254
57	5/1/2038	\$214,254	7.00%	229,252	14,998	\$23,130	\$206,122
58	8/1/2038	\$206,122	0.00%	206,122	0	\$23,130	\$182,992
59	11/1/2038	\$182,992	0.00%	182,992	0	\$23,130	\$159,862
60	2/1/2039	\$159,862	0.00%	159,862	0	\$23,130	\$136,732
61	5/1/2039	\$136,732	7.00%	146,303	9,571	\$23,130	\$123,173
62	8/1/2039	\$123,173	0.00%	123,173	0	\$23,130	\$100,043
63	11/1/2039	\$100,043	0.00%	100,043	0	\$23,130	\$76,913
64	2/1/2040	\$76,913	0.00%	76,913	0	\$23,130	\$53,783
65	5/1/2040	\$53,783	7.00%	57,548	3,765	\$23,130	\$34,418
66	8/1/2040	\$34,418	0.00%	34,418	0	\$23,130	\$11,288
67	11/1/2040	\$11,288	0.00%	11,288	0	\$11,288	\$0

“EXHIBIT” C

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d/b/a Sherry-Lehmann Wine & Spirits
505 Park Avenue
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